The court says: "In attempting to assign a value to such services, regard is to be had to the eminent and commanding position of Col. Marshall at the bar of the State, and, as suggested in the brief of counsel, his high character and professional standing give weight to his own estimate of an appropriate value."

LANDLORD AND TENANT—REPAIRS—FAILURE TO MAKE—NOTICE.—The question of the liability of a landlord for damages occasioned a tenant by the failure of the former to make necessary repairs in the demised premises, and frequently discussed in these pages, has recently been under consideration by the Court of Appeals of Maryland. That the effect of its ruling can only be to narrow materially the doctrine in that State, reducing the possibilities of a recovery to the compass indicated by the court, cannot be doubted. In *Smith* v. *State*, 92 Md. 518, 51 L. R. A. 772, the same court had held that the landlord is not liable to the tenant or subtenant for personal injuries due to the want of repairs. In the principal case, it was called upon to decide whether the liability existed after express agreement by the landlord to make the repairs. Its conclusions may be respectfully pronounced an unskillful straddle of the question, announcing a principle that is at most only a principle—a right without a remedy. The ruling is briefly that although the landlord has agreed to repair, an action *ex delicto* cannot be maintained in the absence of notice of the need of repairs—and this, though he had gone with the tenant upon the premises and agreed to make certain specified "and any necessary repairs." *Thompson* v. *Clemens*, 53 Atl. 919.

The first point in the syllabus does not seem to state the conclusion of the court. It is as follows:

"Where a landlord agreed to make repairs there is a duty resting on him to do so, and on his failure the tenant may either sue on his contract, or bring an action *ex delicto* for neglect of such duty."

But the court says (p. 921):

"We have no doubt that no action, either in contract or in tort, by a tenant or one of his family, against a landlord, to recover damages for personal injuries, should be sustained merely because the latter has been guilty of a breach of contract to make necessary repairs in the premises demised."

The opinion of the court seems confused, containing broad statements indicative of a tendency to reach a conclusion directly opposed to that announced in its judgment. Thus it says:

"If the appellee (the landlord) knew of the defect in this porch that caused the injuries, and had reason to believe that it was likely to produce such results if not repaired, then it was negligence on his part, in view of his agreement to repair, not to do so promptly, or at least to take some steps to protect the tenant and his family from injury."

It expressly excludes from consideration the question of plaintiff's contributory negligence, and then proceeds:

"If the use of that part of the porch was dangerous, the plaintiff knew it, and if she had been injured in the use of that, would clearly have been guilty of contributory negligence."

It is then held that the allegation of the declaration of lack of knowledge by plaintiff and notifying the defendant are inconsistent, thus in effect ruling that notice is necessary, but, as it implies knowledge, is fatal to plaintiff's case.

The court concludes: "So although we are of opinion that a landlord, under contract to repair, may under some circumstances be liable for damages, . . . his negligence must be clearly established as the foundation for such liability." What are those circumstances, it does not point out, and we gather from the opinion that they must be of a very unusual nature.

The case is clearly calculated to make Maryland landlords sleep comfortably—but it is very far from being the law of the land.

See 6 Va. Law Register, 799; 7 Id. 357, 436, 727.

LIBEL—FRAUDULENT BUSINESS—MAGNETIC HEALING—EVIDENCE—PROVINCE OF COURT AND JURY.—Plaintiffs, who alleged that they were engaged in the business of magnetic healing, who were without the pretence of scientific learning and who possessed only to a limited degree even the rudiments of education, but who professed to possess miraculous power to heal all diseases of patients thousands of miles away and to exert the same powers that Jesus Christ exerted to cure disease, brought suit for libel against defendant, who had published in a newspaper an article in which plaintiffs were called "miserable charlatans," and in which statements were made concerning their business which they alleged to be false, libelous and malicious. Upon the trial the court granted an instruction submitting to the jury the question whether the plaintiffs' business was legitimate, and in weighing the question the jury was to consider the results as disclosed by the evidence, and, on the whole, if the results had been beneficial, the business was not to be adjudged a fraud. Judgment was rendered upon a verdict for plaintiffs. *Held*, that the instruction was erroneous. *Weltmer* v. *Bishop* (Mo.), 71 S. W. 167. Distinguishing *School of Magnetic Healing* v. *McAnnulty*, 23 Sup. Ct. 33, 47 L. ed.

Per Valliant, J.:

"Courts are not such slaves to the forms of procedure as to surrender their own intelligence to an array of witnesses testifying to an impossibility. They are not required to give credence to a statement that would falsify well-known laws of nature, though a cloud of witnesses swear to it. We recognize that in the realm of science much is yet undiscovered, and especially is this so in the science relating to diseases of the human system and their treatment. Different schools of medicine contend with each other on vital questions, and, as long as the contest continues with reason, it cannot be said that the right of either, as above the other, has been demonstrated. But if either school would convince us that it is right, or even that it is entitled to be recognized as a contestant, it must appeal to our intelligence, and discuss the subject on the basis of natural laws. If it cannot be discussed on that basis there is nothing to discuss. If a man come into court claiming to possess supernatural powers, and bring with him witnesses who swear he has done for them that which we know is impossible, we are not required to believe such evidence. Here was a woman, who perhaps believed what she said, who testified that by a mental process of one of these plaintiffs, transmitted to her through a letter several hundred miles away, she was entirely cured of a cancer of the breast. The fact that the plaintiff who was supposed to have transmitted the influence from Nevada was not there at the time does not add to the absurdity of the statement. And the testimony of other witnesses, perhaps also sincere, to the